GOVERNMENT OF KERALA
1964

REGISTERED No. K. 107

KERALA GAZETTE

SUPPLEMENTS

PUBLISHED BY AUTHORITY

Vol. IX] Trivandrum, Tuesday, 20th October 1964 / 28th Asvina 1886 (Saka) [No. 41

PART 1

CONTENTS

Kerala Gazette No. 41 dated 20th October 1964.

PART I

GOVERNMENT OF KERALA

Agriculture and Rural Development Department
(Panchayat Special)

NOTIFICATION

No. 80098/Pt. Spl. I/63/A&RDD. *Dated, Trivandrum, 6th October* 1964.

The following draft of certain amendments to the Kerala Panchayats (Payment of Travelling expenses from Panchayat Fund) Rules, 1963, which the Government of Kerala propose to make in exercise of the powers conferred by section 129 of the Kerala Panchayats Act, 1960 (Act 32 of 1960) is hereby published for general information as required by sub-section (2) of section 130 of the said Act and notice is hereby given that the said draft will be taken up for consideration on or after 12-11-1964.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified above will be considered by the Government. Objections and suggestions shall be addressed to the Joint Development Commissioner and Joint Secretary to Government, Agriculture and Rural Development Department, Secretariat, Trivandrum.

Draft Amendments

In the said Rules,

(1) for rule 4, the following rule shall be substituted, namely:—

"(1) A Panchayat may, by a resolution passed by not less than two-thirds majority of the members present at a meeting, sanction the payment of travelling expenses of its President and members for journeys performed by them to the District or Regional Headquarters on Panchayat business.

(2) The President and members of a Panchayat may also be paid travelling expenses for journeys performed by them to attend conferences convened by the Government or the Director if they are invited to attend such conferences.";

(2) for rule 6, the following rule shall be substituted, namely:—

"6.—For the purpose of calculating travelling allowance under rule 5, the President shall be treated as Second Grade Officer with a pay of Rs. 500 per mensem and the member as Second Grade Officer with a pay of Rs. 200 per mensem. The Officers and servants of the Panchayat shall be eligible for the class based on their pay from time to time."

(3) in rule 7,—

(i) for clause (a) the following clause shall be substituted, namely:—

"(a) for journeys conducted within the Panchayat area even if the distance exceeds five miles:

Provided that in the case of officers and servants of Panchayats who are not in receipt of permanent travelling allowance, actual expenses incurred by them for their journeys exceeding five miles within the Panchayat area in connection with their official duties may be paid from the Panchayat Funds by debit to contingencies; and";

(ii) for the Explanation, the following Explanation shall be substituted, namely:—

"*Explanation*:—In these rules, "President" shall include the President of the Administrative Committee appointed under section 13 of the Act and the Vice President or any member acting as President under section 28 of the Act".

By order of the Governor,

S. PADMAKUMAR,

Joint Development Commissioner and Joint Secretary.

GOVERNMENT OF KERALA

Health and Labour Department (Health H)

NOTIFICATION

No. 50096/H2/64/HLD. *Dated, Trivandrum, 11th August* 1964

The award of the Labour Court, Quilon in respect of the dispute between the Management of Panniar Estate, Anayirankal P. O., Munnar and their workmen represented by the Estate Staffs' Union of South India, High Range Branch, Munnar received by Government on 10-8-1964 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,

P. U. JOHN,

Deputy Secretary to Government.

BEFORE THE LABOUR COURT, QUILON

Present:

Shri M. V. A. DIAS, B.A., B.L., M.S.I.R. (CHICAGO)

In

INDUSTRIAL DISPUTE No. 25 OF 1963

Between

THE MANAGEMENT OF PANNIAR ESTATE, ANAYIRANKAL P.O., MUNNAR

And

THEIR STAFF REPRESENTED BY THE ESTATES STAFFS' UNION OF SOUTH INDIA, HIGH RANGE BRANCH, MUNNAR

Representations:—

1. Shri P. M. Alexander, Advocate of M/s. Menon & Pai, Advocates, Ernakulam — *For the Management.*
2. Shri M. M. Cheriyan, Advocate, Ernakulam — *For the Union.*

AWARD

This is a dispute between the parties described above, over the discharge of Shri Gnanadoss, referred for adjudication to this Court by the Government of Kerala by its Order Health and Labour Department (Health H) No. 16648/H4/63/HLD dated 26-3-1963. The letter of reference was taken on the file of this Court by my predecessor on 5-4-1963, and the parties were summoned. Both the parties put in their appearance, filed their respective statements, adduced oral evidence and filed the documents as scheduled in the annexures.

2. The facts of the case stated briefly are as follows:—

Shri Gnanadoss entered the service of Messrs. Malayalam Plantations Ltd. in January 1944 as a check-roll clerk, was promoted as 2nd ledger clerk and thereafter as ledger clerk in Panniar estate in the year 1951. At the time of his discharge from service he had put in 18 years of service with the company. He fell ill and was suffering from acute stomach pain and consequent debility. He was undergoing treatment in the estate hospital for acute 'hepatitis'. It seems that he entered on leave on 3-2-1962. While on leave he fell sick and hence the balance annual leave due to him was availed of by him which expired on 16-2-1962. The group medical officer, examined before this Court as EW 1, visited him on the previous Wednesday, and a medical report dated 18-2-1962 was submitted by the Doctor to the management which is proved in the case as Ext. E1. On 17-2-1962 Shri Gnanadoss applied for two weeks leave, informing the company that "the group medical officer saw me last Wednesday and he will submit his report. I am certain that a change of climate will do me much good. So I request you to be kind enough to grant me two weeks medical leave. This will give me an opportunity to consult expert doctors in the low country and take some effective treatment". This letter has been proved as Ext. E2. In a letter dated 17-2-1962 proved as Ext. E3, the Superintendent of Panniar Estate wrote to Shri Gnanadoss informing him that "With reference to your application for two weeks medical leave, at the moment I am not in a position to say that the leave you have applied for will be on pay or without pay .... and shall let you know the company's decision to your home address. In the meantime you may proceed to the low country as requested..........etc." Shri Gnanadoss proceeded to his native place in Nazareth, Tinnevelly District, and placed himself under the treatment of one Dr. V. Padmanabha Iyer, Assistant Surgeon, Local Fund Dispensary, Alwarthirunagari. While under treatment, Shri Gnanadoss sent a telegram to the company on 3-3-1962 requesting for an extension of 15 days' leave without pay, a copy of which has been proved as Ext. E4. In reply, the Superintendent of the Panniar Estate in his letter dated 13th March, 1962, proved as Ext. E5, wrote to say "I confirm having telegraphed to you today as follows:—'Please return for duty immediately' and further "You have been away for about 1½ months now and it is imperative that you rejoin duty forthwith." A copy of the telegram under reference dated 13-3-1962 has been proved as Ext. E6. On 18-3-1962 in a letter proved as Ext. E7 Shri Gnanadoss wrote back to say "Still I am undergoing treatment and now I find improvement, but I am very weak now. The Doctor advises me to stay here for another 15 days to complete the treatment .... I shall be grateful if you will grant me 15 days leave on loss of pay from 19-3-1962. I am fully aware of the difficulties experienced in the office due to my absence. The medical Certificate will be sent tomorrow by post." The Superintendent of the Panniar Estate in a letter, sent registered, proved as Ext. E8, informed Shri Gnanadoss "I do not require you to return to duty. I only wish to discuss your future with you. Kindly return here immediately." On 19-3-1962 Shri Gnanadoss forwarded a medical certificate obtained from his Doctor in Alwarthirunagari of even date proved as Ext. E9, with a covering letter. In

this medical certificate the Doctor stated "After careful personal examination of this patient today i.e. on 19-3-1962 I am of opinion that he requires absolute rest and treatment for six weeks from 19-2-1962 for the restoration of his health." In a telegram dated 2-4-1962 proved as Ext. E10, and a letter of even date proved as Ext. E11, Shri Gnanadoss again requested the Superintendent, Pannia Estate, for an extension of the leave for one month on loss of pay as from 3-4-1962 saying that he was still unwell and unable to travel, enclosing a medical certificate proved as Ext. E12. In the medical certificate (Ext. E12) it is seen mentioned by Dr. V. Padmanabha Iyer "After personal examination of this patient, and considering the certificate issued to him dated 19-3-62, I am of opinion that one month rest and treatment from 2-4-62 is necessary for the restoration of his health." The condition of the patient examined by the Doctor on 2-4-62 was also recorded as follows:—"Reports weak and worried. Apart from his hepatic and peptic condition he is highly nervous and perturbed. At times answering incoherently hence recommended for one more month extension of leave from 2-4-62 is essential for the restoration of his health". On receipt of this application (Ext. E11) with the medical certificate enclosed (Ext. E12), a discharge notice dated 11-4-1962 proved as Ext. E13 was served by the company on Shri Gnanadoss giving him 30 days' notice, expiring on 10-5-1962, under Standing Order No. 12 of the Standing Orders for estate staff, for the reason "Certified unfit for further duty by the Company Group Medical Officer." The discharge order dated 11-5-1962 proved as Ext. E14 was served on Shri Gnanadoss informing him that he has been discharged with effect from 11-5-1962 for the reasons stated in the notice.

3. The Union in its statement before this Court describes the discharge of Shri Gnanadoss while under treatment as "most reprehensible and revolting to all sense of justice and fair play, and as malafide, unjust etc.," requesting that he be reinstated with full back wages due to him from 1-2-1962. The management on the other hand in its counter statement states that the certificate dated 2-4-1962 furnished by the Doctor who was treating Shri Gnanadoss in his home town, proved as Ext. E12, "confirmed in no uncertain terms the report of their group medical officer. It was not possible for the management to give leave without limit and that there was no option left on the management except discharging Shri Gnanadoss." It is also alleged that Shri Gnanadoss was falling ill too often, and that "may be due to that his work was not satisfactory." It is contended "there is no duty cast upon the company to give long leave for treatment. For years the management was putting up with the irregular attendance and unsatisfactory work of Shri. Gnanadoss. When it was found that he should not be employed any longer on medical reasons he was discharged." The management also contends that the matter referred for adjudication is not an industrial dispute and as such the reference before this court is without jurisdiction.

4. The contention of the management that this is only an individual dispute, and that as such the claim of the union is not sustainable, is in my opinion devoid of merits. No doubt, a dispute between a single employee and his employer cannot 'per se' be an industrial dispute. An industrial dispute will [illegible] of the aggrieved employee is taken up by the Union [illegible]

when a substantial body of employees who continue in employment espouses the cause of the aggrieved employee. In this instant case Shri Gnanadoss when examined before Court as WW 1 proves Ext. W4 a letter dated 16-4-1962 written by him to the Branch-Secretary of the Staff Union requesting that the Superintendent of Panniar estate may be contacted in order to reinstate him with a transfer to one of the low country estates, etc. Ext. W6 dated 1-10-1962 is a letter signed by 14 members of the Staff Union of Panniar estate to the Regional Secretary of the Estates Staffs' Union of South India, Munnar, requesting that this case may be taken up by the union for the redressal of the grievances of Shri Gnanadoss, "in the manner that you think it fit and necessary." It follows, therefore, that 14 members of the staff who continue in employment in the Panniar estate took up the cause of Shri Gnanadoss to make it an industrial dispute. Moreover, it can also be presumed that the State Labour Department had applied its mind to the issue and come to the conclusion that an industrial dispute exists between the parties before the matter was reported to Government as an Industrial dispute. I am of opinion that this is an industrial dispute and not an individual dispute as alleged by the management.

5. The management now claims that the discharge of Shri Gnanadoss was "due to irregular attendance and unsatisfactory work", and "when it was found that he should not be employed any longer on medical grounds." The reason shown in the discharge order issued by them is "certified unfit for further duty by the company group medical officer." The only medical report put in by the company group medical officer has been proved as Ext. E1. It shows that in the opinion of the group medical officer "Mr. Gnanadoss is suffering from Peptic Ulcer. Since he is susceptable, complaint of relapses is possible. It is not the medical treatment that has failed him, but he has failed the medical treatment. It is usually found to consist of sporadic episodes of treatment lasting a few weeks at a time, often resulting in relief for the duration of the treatment. These case could have carried on normal life, if they realise the chronicity of the disease and the need for persevarance and careful adherance to the details of the treatment even after the relief from symptoms is obtained." He also lists certain symptoms shown by the patient as "Palpitations with poor sleep, long lasting feelings of fatigue, evidences of dis-satisfaction about his work and the place and his domestic worries, all indicate symptoms of over determination." He states "I am personally of opinion apart from the symptoms of Peptic Ulcer, Mr. Gnanadoss is suffering from 'Psychoneurotic Anxiety State", and concludes his report by saying "I am rather suspicious whether he will be fit to continue to turn out any work without any break, anywhere, under the existing circumstances of his mental strain and stress." Nowhere in this report has the medical officer stated that Shri Gnanadoss is unfit for further duty. This report was issued by the company medical officer even before Shri Gnanadoss entered on leave. It is evident that Shri Gnanadoss entered on 15 days, leave "in order to consult expert doctors in the low country and take some effective treatment". This leave was granted by the Superintendent of the Estate and in reply to the leave application he went to the extent of saying "I am not in position to say that the leave you have applied for will be on ...

out pay". This would indicate that not only leave was readily granted, but Shri Gnanadoss was encouraged to enter on leave for medical treatment and cure. It was only when Shri Gnanadoss applied for an extension of 15 days leave on loss of pay on 3-3-1962 that the Superintendent in his letter dated 13-3-1962 wanted him to return immediately to duty. Shri Gnanadoss, however, in his letter dated 18-3-1963 applied for an extension of 15 days leave on loss of pay from 19-3-1962. The Superintendent of the estate on 20th March, 1962, in reply wrote to say "I do not require you to return to duty. I only wish to discuss your future with you." It is evident, therefore, that on 20th of March, 1962, the management made up its mind to discharge Shri Gnanadoss. The management would now have us believe that the decision to discharge Shri Gnanadoss was taken by them only when a certificate issued by Dr. V. Padmanabha Iyer of Alwarthirunagari reached them. This letter proved as Ext. E12 is dated 2-4-1962. It is alleged by the management that "the medical Report of the Doctor who was treating Shri Gnanadoss proved beyond doubt the correctness of the opinion of the group medical officer in this matter." This does not seem to be correct for the reason that even prior to the receipt of the medical certificate from Dr. V. Padmanabha Iyer dated 2-4-1962, the Superintendent of the estate in his letter dated 20th March, 1962, had informed Shri Gnanadoss that he does not require him to return to duty. The decision to discharge the clerk from service was taken by the management in spite of the hopeful note in the certificate issued by Dr. V. Padmanabha Iyer that rest and treatment for a short period would restore the health of the patient. It is further seen that although Shri Gnanadoss was discharged for the reason that he was certified unfit for further duty by the company group medical officer, Dr. V. Padmanabha Iyer has certified on 29-9-1962 that Shri Gnanadoss is fit to join duty and that "I feel confident that he will be able to discharge his duties to the entire satisfaction of his authorities." This letter has been proved as Ext. W5 before this Court. Shri Gnanadoss was also examined as WW 1 and it is obvious that contrary to the suspicion expressed by the company medical officer in his report dated 18-2-1962, he has regained his health fully. The company medical officer has not examined the patient after presenting his report dated 18-2-1962. In my opinion the decision taken by the management to discharge Shri Gnanadoss from service, after having granted him leave for treatment on 17-2-1962, was unjustified, improper and harsh.

6. It is a well established principle of law that when the termination of service is either capricious, arbitrary or unnecessarily harsh, judged by normal standards of a reasonable man, a labour court will have jurisdiction to interfere and set aside such termination. It is contended by the management that even after two months' treatment there was no improvement in the condition of Shri Gnanadoss and that as such the discharge was proper and in accordance with the provisions of Standing Orders. Terminating the services of an employee by giving notice for insufficient reasons or on unjustified grounds amounts to a claim 'to hire and fire' an employee as the employer pleases. This claim of an employer has been negatived and security of service secured to employees through adjudication and legislation for a long period of time. [illegible] dispute opens up a wider field beyond the contractual relation-

or not, the termination of service of an employee by his employer is unfair, or improper from the stand point of just and equitable labour relationship, unfettered by considerations based on contractual rights as between an employee and his employer. It is obvious that just as the employer's right to exercise his option in terms of a contract or the standing orders has to be recognised, so is the employee's right to expect security of service to be taken into account.

7. In my opinion therefore the discharge of Shri Gnanadoss from service has not been fair and proper, and has to be set aside. The normal rule in a case of wrongful termination of service is re-instatement. But under certain circumstances the relief may be by way of compensation in lieu of re-instatement. The learned counsel for the Union was heard to argue that the union would prefer compensation to re-instatement. Referring to a decision of the Hon'ble Supreme Court enhancing a compensation of Rs. 1,000 awarded by the Industrial Tribunal, in the case of an employee drawing Rs. 240 per mensem and who had eleven years more for retirement, to a compensation of Rs. 12,500, it is urged by the learned counsel for the union that the Union will be satisfied with half that amount. Admittedly Shri Gnanadoss at the time of his discharge from service was 39 years of age, and had 16 years more for retirement on superannuation. At the time of discharge he was drawing a salary of Rs. 242 per mensem. No doubt, it is not possible to compute the money value of the benefit of re-instatement with mathematical accuracy It has been held by the Supreme Court in 1961 II L.L.J. page 625 that for premature and unjustified termination of employment compensation amounting to one month's average pay for each year of completed service is not unreasonable or unjust. Their Lordships observed "Now in a case of proper retrenchment the law allows compensation at the rate of 15 days' average pay for each completed year of service; it stands to reason that when a workman loses his job on account of unjustified and premature termination of employment, he should get something more than what he would have got as compensation if it was a proper case of retrenchment. In such a case we do not think that the award of one month's average pay for each completed year of service would be an excessive compensation for unjustified and premature termination of employment."

8. I have no hesitation in finding that the discharge of Shri Gnanadoss from service has been hasty, unjustified, unreasonable and improper. Natural justice demands that an employee who falls sick should be allowed to hold a lien on his job for at least one year. In this instant case the discharge has been effected within two months from the date on which Shri Gnanadoss fell ill, and that too after having been granted leave for treatment at the first instance. An order of re-instatement would have been the most appropriate award in this case. However, in order to avoid possible embarassment to the management, and also because the union prefers compesation to re-instatement, it is only fit and proper that compensation in lieu of re-instatement is ordered. In the circumstances, Shri Gnanadoss will receive as compensation an amount calculated at the rate of one month's pay he was receiving at the time of discharge, for each completed [illegible]

receive amounts (Provident Fund, Gratuity etc.), if any, standing to his credit with the company at the time of his discharge from service.

In the result, I pass this award in terms specified above. This award will come into effect after 30 days of its publication in the Government Gazette.

Quilon,
30-7-1964.

M. V. A. Dias,
Presiding Officer.

APPENDIX

Witness examined on the side of the Union:—

WW1 P. Gnanadoss.

Witness examined on the side of the management:—

EW1 M. N. Philip.

Exhibits marked on the side of the union:—

Ext.	W1	Copy of letter dated 17-2-1962 from Gnanadoss to the Superintendent, Panniar estate.
,,	W2	Copy of letter dated 17-2-1962 from the Superintendent to P. Gnanadoss.
,,	W3	Copy of letter dated 11-4-1962 from the Superintendent to P. Gnanadoss.
,,	W4	Letter dated 16-4-1962 from Gnanadoss to the Union.
,,	W5	Fitness certificate dated 29-9-1962.
,,	W6	Joint petition by 14 staff members dated 1-10-1962.

Exhibits marked on the side of the management:—

Ext.	E1	Medical report dated 18-2-1962.
,,	E2	Letter dated 17-2-1962 from the Superintendent to Shri Gnanadoss.
,,	E3	Letter dated 17-2-1962 from Gnanadoss to the Superintendent.
,,	E4	Telegram dated 3-3-1962 from Gnanadoss to the Superintendent.
,,	E5	Letter dated 13-3-1962 from the Superintendent to Gnanadoss.
,,	E6	Telegram dated 13-3-1962 from the Superintendent to Gnanadoss.
,,	E7	Letter dated 18-3-1962 from Gnanadoss to the Superintendent.
,,	E8	Letter dated 20-3-1962 from the Superintendent to Gnanadoss.
,,	E9	Medical certificate dated 19-3-1962.
,,	E10	Telegram dated 2-4-1962 from Sri Gnanadoss to the Superintendent.
,,	E11	Letter dated 2-4-1962 from Gnanadoss to the Superintendent.
,,	E12	Medical certificate dated 2-4-1962.
,,	E13	Copy of discharge notice dated 11-4-1962.
,,	E14	Copy of discharge order dated 11-5-1962.
,,	E15	Statement showing leave taken by Gnanadoss from 1956-57 to 1961-62.

Kerala Gazette No. 41 dated 20th October 1964.

PART IV

NOTIFICATION

No. P6-4528/64. *26th September* 1964.

The following publications have been newly added to stock in the Publication Stores of the Government Central Press, Trivandrum, Ernakulam and Shoranur, during the month of August 1964.

Government Central Press, Trivandrum

SECTION I

Acts

		Rs.	P.
1.	Travancore Ezhava Act (Act 3/1100)	0	50
2.	T-C. Co-operative Act X of 52 (English)	1	60
3.	T- C. Edavaga Rights Acquisition Act 1955 (Act 27/55)	0	30

Bills

		Rs.	P.
1.	Kerala General Sales Tax (Amendment) Bill 2/64 ...	0	15
2.	Revenue Recovery Laws (Amendment) Bill 21/64	0	20
3.	Kerala ancient monuments and Archaeological sites and remains Bill 1964	0	65

SECTION II

Rules

		Rs.	P.
1.	Kerala Panchayat (Contract) Rules (Malayalam)	0	10
2.	Kerala Panchayat (Grant of Remission) Rules (Malayalam)	0	10
3.	Kerala Panchayat (Authorising of Expenditure) Rules 1964	0	20
4.	Kerala Panchayat (Trial of offences by Magistrates) Rules 1964	0	10
5.	Kerala Municipalities (Penalty for unauthorised occupation of Poramboke) Rules	0	10
6.	കേരള സംസ്ഥാന കാർഷിക വായ്പ ചട്ടങ്ങൾ	1	50
7.	Kerala Motor Vehicles Taxation Rules and the notification under Motor Vehicles Taxation Act 1963	1	30

SECTION VI

Central Government Publications

1. Preventive Detention Continuance Act 51/63
2. Unit Trust of India Act 52/63
3. Companies (Amendment) Act 53/63
4. Central Board of Revenue Act 54/63

G. 2917

SECTION VIII

Awards

			Rs.	P.
Awards No. 32367/H3/64/HLD.,	dated	4-6-1964	0	10
,, 38679/H2/64	,,	29-6-1964	0	10
,, 36261/H4/64	,,	28-6-1964	0	15
,, 39654/H2/64	,,	3-7-1964	0	40
,, 30913/H3/64	,,	1-7-1964	0	15
,, 40017/H3/64	,,	6-7-1964	0	10
,, 40020/H4/64	,,	6-7-1964	0	10
,, 32816/H3/64	,,	2-6-1964	0	25
,, 34950/H2/64	,,	28-6-1964	0	40
,, 40013/H2/64	,,	6-7-1964	0	20
,, 40020/H3/64	,,	6-4-1964	0	25
,, 38997/H2/64	,,	30-6-1964	0	10

SECTION XI

I. L. R. (Kerala Series) August 1964	1	50
Provident Fund Pass Book	0	80

Government Press, Shoranur

I. L. R. (Kerala Series) August 1964	1	50

Government Press, Ernakulam

1. Administration Report of the Survey and Land Records for 1962-63	0	7
2. Do. Do. S. S. & A. Board for 1962-63	1	10
3. Do. Do. State Insurance for 1962-63	0	50
4. Do. Do. Trivandrum Public Library for 1962-63	0	80
5. Do. Do. Civil Justice for 1962-63	1	40
6. Do. Do. Sri Chitralayam for 1962-63	0	80
7. Do. Do. Department of Rubber Plantation for 1962-63	0	40
8. Do. for I. T. & S. T. Appellate Tribunal for 1962-63	0	30
9. I. L. R. (Kerala Series) August 1964	1	50

Office of the
Superintendent of Government
Presses, Trivandrum.

K. SWAMINATHAN,
Superintendent.

Kerala Gazette No. 41 dated 20th October 1964.
PART I

GOVERNMENT OF KERALA

Health & Labour Department (Labour)

NOTIFICATION

No. 54125/H2/64/HLD. *Dated, Trivandrum, 27th August* 1964.

The award of the Industrial Tribunal, Alleppey in respect of the dispute bewteen the Management of Veiladichanparai Estate, Sathirathar Street, Devakottai and their workmen represented by the Regional Secretary, Estates Staff's Union of South India, High Range Branch, Munnar received by Government on 26-8-1964 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By Order of the Governor

P. U. JOHN,
Deputy Secretary.

Before the Industrial Tribunal, Alleppey

Present:

SRI K. K. KESAVAN, B.A. B.L.

In

INDUSTRIAL DISPUTE No. 20/62

Between

THE MANAGEMENT

OF VEILADICHANPARAI ESTATE, SATHIRATHAR STREET, DEVAKOTTAI

And

THE WORKMEN OF

THE CONCERN REPRESENTED BY THE REGIONAL SECRETARY, ESTATES STAFF'S UNION OF SOUTH INDIA, HIGH RANGE BRANCH, MUNNAR

Representations:

Sri B. S. Krishnan, Advocate, Alleppey (*For the Management*)
Sri P. Narayanan Nair, Advocate, Alleppey (*For the Union*).

AWARD

Government of Kerala by their Order No. 61660/62-2/H4/HLD dated 4-10-1962 referred this dispute between the Management of Veiladichanpara Estate, and the workmen of the Estate represented by the Regional Secretary, Estates Staff's Union of South India, High Range, Munnar, for adjudication under section 10(1)(d) of the

G. 2672.

Industrial Disputes Act, 1947. The matters referred for adjudication as annexure to the order of reference are the following:—

(1) Revision of scale of pay of Sri M. Sankaranarayana Pillai.

(2) Denial of employment of Sri M. Sankaranarayana Pillai.

2. The dispute was registered as I. D. 20/62 on the files of this court. The parties entered appearance and filed their statements.

3. As per the calim statement of the union, Sri M. Sankaranarayana Pillai was the Superintendent of Veiladichan-Para Estate for 19 years. He is a member of the Estates Staff Union of South India. Veiladichanpara Estate is one of the groups of estates owned by Mr. L.AR. RM. RM. Ramanathan Chettiar, Sethirathen Street, Devakottai. Sri M. Sankaranarayana Pillai was paid only a meagre amount by way of salary. Therefore, he made several representations directly with the Management from 1948 to 1961 for revision of his salary with no effect. Instead of granting any increase in salary, he was harassed by the management. The Proprietor revised the service conditions of his employees working in Kailasanadu Estate as per settlement dated 10-10-1960, with the ESUSI. But the benefits of this revised wage scale was not extended to Sri Sankaranarayana Pillai. He was given only Rs. 120 per mensem, inclusive of all allowances. Personal attempts to settle the dispute being failed, Sri Sankaranarayana Pillai requested the intervention of the union and so on 28-7-1961, the Union placed a demand with the management for the revision of wages. The Management reacted to this demand by refusing employment to Sri M. Sankaranarayana Pillai from 28-8-1961. On 6-9-1961, the Regional Secretary of the Union requested the Management to desist from the victimising attitudes they were adopting against Sri Sankaranarayana Pillai. But an unfounded charge sheet dated 4-9-1961 was framed against the member concerned and sent over to him for explanation. On 7-9-1961 by a registered letter Sri Sankaranarayana Pillai refuted all the allegations contained in the charge sheet. As the Management could not proceed with their evil desires, the matter ended then and there. Since direct attempts with the management ended in failure, the Union requested the intervention of the Labour Department. A series of conferences followed, but due to the recalcitrant attitude of the Management, every effort to bring about a settlement failed and the matter was ultimately referred for adjudication.

4. According to the Union, the remuneration of Rs. 120 per mensem for Sri Sankaranarayana Pillai was too low and far below subsistance level. The wages and other conditions of service of the staff employed in the Plantations are governed by Circular No. 168 dated 5-5-1948 from the Association of Planters of Travancore, which includes the terms of agreement arrived at between the South India Estate Labour Relations Organisations (The present United Planters' Association of South India), and the Estates' Staffs Union of South India,

APK/ESUSI agreement dated 2-11-1957, and UPASI/ESUSI agreement dated 28-10-1957. The management being a constituent member of the Employers' Organisation referred to above, is bound to implement the terms of the above agreements in the instant case. Therefore the employee is entitled to a revision of salary and allowances as shown below:—

Basic Pay	Rs. 190.00
Dearness Allowance	Rs. 61.37
Servant Allowance	Rs. 35.00
Total	Rs. 286.37

5. Sri Sankaranarayana Pillai went on leave for 10 days with effect from 8th August 1961 and on 16th August 1961, he applied for extension of leave for 10 days, since he was ill and admitted in the hospital for treatment. When he returned to the estate on 25-8-1961, he was denied employment by the management. He was even prevented from entering his quarters. It was only after the timely intervention of the authorities, he was able to get into his quarters. The denial of employment is an act of victimisation. It is illegal, improper and unjustifiable.

6. Sri Sankaranarayana Pillai has not committed any misconduct. No chargesheet worth its name was issued against him. No explanation was asked for by the management. No enquiry of any sort was ever conducted against any alleged misconduct.

7. It is only an open manifestation of unfair Labour practice and victimisation against the employee for his having placed a demand for revision of wages. Therefore the union would pray for a direction to entertain Sri Sankaranarayana Pillai in service with full revised back wages and costs.

8. The management has in their written statement raised the contention that the dispute referred is only an individual dispute and not an Industrial Dispute. Therefore, the reference is bad in law and as such this Tribunal has no jurisdiction to adjudicate the same. Substantial number of workmen of the management concern have not espoused the cause of Sri M. Sankaranarayana Pillai. He was not a member of the union at the time of the origin of the dispute. If at all he was a member he joined the union only later. Substantial number of workmen of the estate are not members of the union under reference, and so the question of espousing the cause of Sri Sankaranarayana Pillai by the union does not arise at all. Since there was no demand and refusal regarding the issues referred, there cannot be an Industrial Dispute. Further, Sri Sankaranarayana Pillai voluntarily relinquished his services, and absconded from duty because certain omissions of a serious nature by him, were detected by the management. The employer-employee relationship between him and the management

ceased to exist long before the reference of this dispute. Hence there is no Industrial Dispute pending between the parties. The management has prayed that the preliminary points raised by them may be disposed of first.

9. Coming to the merits of the case, the management's contentions are the following:

Sri Sankaranarayana Pillai was not a Superintendent in the estate. His services commenced only from the year 1960. He was only a clerk in the estate. It is incorrect to say that he was given only a meagre amount by way of salary. Even according to the union, he was paid Rs. 120 per mensem, whereas clerks in other concerns as well as under the same management were getting much less than what he was paid. There was a settlement between the Kailasanadu Estate and the Estate Staffs Union of South India, regarding the revision of salary of the employees of that Estate. Even if that settlement is taken as a basis, Sri Pillai was getting more than what he deserved, having due regard to the nature and efficiency of his work. The agreement referred to above does not relate to Veiladichanpara Estate. The salary paid to Sri Sankaranarayana Pillai is not below subsistence level. The management is not aware of any circular from the A P T. This Estate not being a member of APK or UPASI, the management is not bound to implement the terms of the agreements if any between the Associations and the Unions. The service conditions of Sri Sankaranarayana Pillai are governed by an agreement dated 13-7-1960, arrived at between him and the management. The financial resources of this estate does not warrant any revision of salary or granting of increments to him. The management has denied all the averments regarding the personal representations and letters from Sri Sankaranarayana Pillai.

10. The management did not refuse employment to Sri Pillai. He was on leave from 8-8-1961 to 18-8-1961. After the expiry of the said leave period, he did not join duty neither did he inform the management of his intentions. It is admitted that the management framed certain charges against the absconding Pillai by letter dated 4-9-1961. Sri Pillai did not even care to offer any explanation to those charges. The management is not aware and has not received any registered letter dated 9-9-1961 from Sri Sankaranarayana Pillai as alleged in the statement of the Union. The management has also refuted the allegation regarding the recalcitrant and adamant attitude adopted by the management in the conciliation conferences. Also it has denied the averments with regard to victimisation, violation of natural justice, and unfair labour practice. It is stated that the management is pursuing the charges and that they are proposing to conduct an enquiry into the charges already levelled against him. Under the circumstances it is prayed that both the issues referred may be decided in their favour and that they may be given their costs.

11. The replication of the Union is a general denial of the averments contained in the counter statement as well as a definite assertion that the dispute referred is an industrial dispute, since a substantial number of the workmen of the estate have espoused the cause of Sri Sankaranarayana Pillai, who is a member of the Union for the last seven years. It is also stated that the cause of Sri Sankaranarayana Pillai has been supported by the workmen of the employer who are members of this Union.

12. The Management has let in their evidence by examining EW1 to EW7 and marking Exts. M1 to M13. The Union has adduced their evidence by examining WW1 to WW4 and by marking Exts. W1 to W42.

13. Before entering into the merits of the case I shall take up the preliminary point raised by the Management for consideration.

14. Sri B. S. Krishnan Iyer advocate appearing for the Management has stressed the point that the dispute is only an individual dispute and not an industrial dispute capable of being adjudicated by this Court since a substantial section of the staff members of the estate have not espoused the cause of Sri Sankaranarayana Pillai. Further Sri Pillai was not a member of the Union at any time before the origin of the dispute. If at all the became a member of the Union, it is only a subsequent event. Even if he was a member, the union under reference is not competent to take up his case. According to him there were four employees including Sri Sankaranarayana Pillai of which Sri Muthuraman and Sri Uddenda Thevan are not members of the Union and admittedly they are not supporting his case. The only other person stated to be supporting his case is Sri Kalimuthu. He has voluntarily left the services of the Management at his own accord on 21-8-1961, i. e., prior to the origin of the dispute. Even if it is established that Sri Kalimuthu is interested in the case of Sri Sankaranarayana Pillai, he cannot be considered as a co-worker espousing the cause, since the employer and employee relationship between Sri Kalimuthu and the Management ceased to exist long before the dispute in question arose. Sri Kalimuthu was only a cook in the estate and he was not a staff member. Moreover he was not a member of the Union at the time of the dispute. In this context, he has vehemently attacked the genuineness of the documents marked as Exts. W26, Ext. W27, Ext. W29 and Ext. W30.

15. According to Sri P. Narayanan Nair, the learned advocate appearing for the Union there are only three staff members as such in the estate, viz., Sri M. Sankaranarayana Pillai, Sri Kalimuthu and Sri Muthuraman. Of these three, two have espoused the cause of this dispute, i. e., Sri Sankaranarayana Pillai, and Sri Kalimuthu. He challenged the claim made by the Management that there is another staff member in the estate by name Uddenda Thevan, because his name is found nowhere in the records produced by the Management. Thus

altogether there were only three staff members of whom two have evidently supported the cause. Two employees out of three is a substantial number supporting the case. Sri Sankaranarayana Pillai and Sri Kalimuthu have by their joint letter dated 7-9-1961 requested the intervention of their Union. He has placed much reliance on Exts. W26, W27, W29 and W30 in order to establish that the dispute in question has acquired the characteristics of an industrial dispute. Ext. W26 will prove that both the employees were members of the Estate Staff Union of South India, Munnar branch. From the endorsements on Ext. W27, W29 and W30 by the President and the Secretary of the Union, respectively, it is clear that the Union has discussed the matter and recorded their support to the cause of Sri Sankaranarayana Pillai and has actually taken up his case.

16. The question whether a dispute between an employer and an individual workman would be an industrial dispute as defined under Section 2(k) of the Industrial Disputes Act, had evoked considerable conflict of opinion, and three different views had been expressed. They are (1) that the dispute which concerned only the rights of individual workers cannot be held to be an Industrial Dispute (2) that a dispute between an employer and a single employee can be an industrial dispute and (3) that a dispute between an employer and a single employee cannot per se be an industrial dispute, but it may become one, if it is taken up by a Union or a number of workers. The preponderence of judicial opinion is clearly in favour of the third view. In Central Transports Vs. Reghunath Gopal-Padwarthan, His Lordship Venkatarama Iyer (J) observed as follows:—

"Not-withstanding that the language of section 2(k) is wide enough to cover a dispute between an employer and a single employee, the scheme of the Industrial Disputes Act does appear to contemplate that the machinery provided therein to set in motion to settle only disputes which involve the rights of workmen as a class, and that a dispute touching the individual rights of a workman was not intended to be the subject of an adjudication under the Act, when the same had not been taken up by the union or a number of workmen."

This view was confirmed in Associated Cement Co. Vs. Their Workmen [1960 (1) LLJ 491] wherein His Lordship, Justice Gajendragadkar delivering the Judgement observed as follows:—

"The basis of Industrial adjudication recognised by the provisions of the Act clearly appears to be that disputes between employers and their employees would be governed by the Act, where such disputes have assumed the character of an industrial dispute. An element of collective bargaining which is the essential feature of the modern trade Union movement is necessarily involved, in the Industrial adjudication. That is why Industrial Courts deal

with disputes in relation to individual cases, only where such disputes assume the character of an industrial dispute by the reason of the fact that they are sponsored by the Union or have otherwise been taken up by a group or body of employees.".

17. The most important case on the subject is the one decided by the Supreme Court between "Bombay Union of Journalists and others V. "The Hindu, Bombay" and another, reported in 1961(1) LLJ 436. In that case it has been held "it could acquire the character of an industrial dispute only if it was proved that it was before it was referred supported by the Union of employees of the Hindu, Bombay or by an appreciable number of its employees. The principle that the persons who seek to support the cause of a workman must themselves be directly and substantially interested in the dispute applies to such class of cases also. Persons who are not employees of the same employer cannot be regarded as so interested, that by their support they may convert an individual dispute into an industrial dispute. The mere support of the cause of the concerned workmen of the Bombay Union of Journalists cannot therefore convert the individual dispute of one of its members into an industrial dispute". A further clarification of the above principles has been embodied in a case reported in 1962(ii) LLJ 93. In that case it was held "it is now well settled that an individual dispute in order to be an industrial dispute, must have the collective support from a considerable or substantial number of workmen in the establishment. What a substantial or considerable section would, of course depend upon the particular facts. That an individual dispute is supported by other workmen will have also to be established either in the form of a resolution of a Union of which the workmen may be members or of the workmen themselves who support the dispute, or in any other manner. In the absence of an indication that there is a consorted understanding on the part of a sizeable number of workmen of the establishment, the very basis of collective bargaining would be wanting."

18. A division Bench of the Hon'ble High Court of Kerala consisting of their Lordships Sri M. A. Ansari (C. J.) and Justice Sri P. Govindan Menon reported in 1961 (i) LLJ 77 held that "The Community of interest has been insisted upon in order to exclude those, who have no immediate and direct interest, from subsequent participation in any unconnected disputes, and the object would be defeated, were such interest be not insisted upon at the initial stages. Otherwise, associations of which the original parties be not members, would subsequently join on any of the aggrieved party's becoming members and persuading the later associates to take up their cause. The possibility of the interest shifting from one association to another, would not be then excluded, and it may result, as it has done in this case, in one association succeeding another as party to the dispute. Such consequences are not desirable, and can be avoided only by insistence on the community of

interest between the aggrieved party and his association being existent at the time the event causing the dispute had happened. That apart, we feel that in any fair determination of whether a dispute be trade or individual some date will have to be fixed. It is equally clear that such a date must be approximate to the time the act complained against has happened. The approximate date must further not be such as to allow the plea that the dispute originally concerned individuals. It follows that any hiatus between the end of the act and arising of interest, must be avoided and, that we think can only be by insisting on the community of interest not arising at a later date. Therefore, in determining whether the dispute be trade dispute or otherwise, the material time is when the act complained against has happened, and not when the dispute is referred."

19. In the light of the principles discussed above, a dispute which is prima facie an individual dispute, in order to become an industrial dispute, it has to be established that it has been taken up by a Union of Employees of the Management or by an appreciable number of workmen of the establishment. The persons who seek to support the case should be directly and substantially interested in the dispute raised. In this instant case, according to WW1, the aggrieved workman, there are only three staff members in the establishment i. e., himself, Sri Kalimuthu and Sri Muthuraman. Of these three, Muthuraman is not admittedly supporting his case and he is also not in good terms with him. The remaining two members of staff, according to WW1 are supporting the cause of this dispute. It has to be proved that these staff members supporting the cause were members of the Union at the time when the dispute arose. There is only an averment to the effect that they were members. The Union is relying upon Ext. W26 to prove that the above two persons are members of the Union. According to the Union, Ext. W26 is the Membership Register for the year 1961-62. On page 41 of Ext. W26 there is an entry under the heading Kailasanadu and Veiladichanpara Estates, wherein the names of Sri Sankaranarayana Pillai and Kalimuthu are seen written. Ext. W26 has not been properly proved because it has been attempted to be proved by the President of the Munnar branch of the Union, who has admitted in his examination that he has no direct knowledge regarding any of the entries contained in this Register. The above register is not strictly a membership register of the Union concerned. It is only a subscription register kept as record for the collection of subscriptions. The entries seen on page 41 under the above heading are patently different in handwriting and ink when compared to other entries in the same book. It is not proved by the person who has written it. The material date of registration of the workers as members in the Union in Column No. 3, is also conspicuously absent even though with regard to other entries this material column is seen filled up. It must be remembered that in Ext. W26, Page 41, Kailasanadu and Veiladichanpara Estates are put together and treated as a single unit. Ext. M13

is a conciliation agreement dated 10-10-1960 between the Proprietor of these estates and the Union under reference, representing the staff members of the Kailasanadu Estate regarding wage revision and other benefits. As per the agreement there are atleast five staff members in Kailasanadu Estate on 10-10-1960 represented by this union whose names are not seen entered in Ext. W26. If this is a genuine document their names should have found a place in it. The union has no case that these staff members have left the union after 10-10-1960. Viewing the agreement under another angle, if Sankaranarayana Pillai and Sri Kalimuthu were members of the union at that time, there ought to have been some mention about them also therein, since both these estates are owned by the same management and these two estates are treated by the union as a single unit in Ext. W26. The absence of any mention of their names in Ext. M13 leads to the presumption that the union was not representing Sri Sankaranarayana Pillai and Sri Kalimuthu atleast on 10-10-1960. Under these circumstances Ext. W26 cannot be construed as a genuine document. The entries in page 41 of Ext. W26 can only be a creation for the purpose of this case. The entry itself is defective in many respects since it does not contain the most important particulars with regard to the date of enrolment of the concerned workmen.

20. It is admitted by WW4 the President of the Munnar branch that there are enrolment forms of the members of the union as well as the counterfoils of receipts of subscription fees kept at the Central Office of the union at Coonoor. The enrolment form or the counterfoils of receipts of Sri Sankaranarayana Pillai and Sri Kalimuthu are not produced in this case, in order to prove that these persons were members of the union at the relevant time. These documents ought to have been produced by the union at least in view of the fact that the management has taken objection as to the genuineness of Ext. W26 from the very outset, as seen from the cross examination of WW4, and also in view of the contentions of the management that these persons were not members of the union at the time of the origin of the dispute. In the absence of any reliable evidence in the matter, the only conclusion possible is that these workmen were not members of the union at the relevant time and hence the union is incompetent to take up the case.

21. Even if Sankaranarayana Pillai is taken to be a member of the union at the time of the dispute it has to be proved that the union consisting of the members of the establishment or a substantial number of workmen themselves of the establishment have espoused the cause.

22. The documentary evidence relied on by the union to show that they have taken up the cause of Sri Sankaranarayana Pillai are the endorsements seen made by the officials of the union on Exts. W27, Ext. W29 and Ext. W30. Of these Ext. W27 is a petition dated 28-8-1961 submitted by Sri Sankaranarayana Pillai to the union calling for its intervention. This letter is seen written on the letter-pad of the union

itself. It is not explained how he got possession of the letter-paper of the union. It is unusual for a member to make a requisition on the letter paper of the union itself. The letter is not seen dated by Sri Sankaranarayana Pillai but towards the end of this letter the date is seen written in a different ink. The endorsement by the President of the union, on this petition is as follows: "Discussed the matter with the office bearers and decided to take up the case. If necessary to request the intervention of the Government Labour Department." This letter is also seen initialled by the Secretary. Ext. W29 is another petition dated 4-9-1961 from Sri Sankaranarayana Pillai purported to have been sent to the union. On this also endorsements of the President and the Secretary of the union are seen. The Secretary has endorsed on this letter as hereunder: "Please put in a new file in the name of Veiladichanpara Estate." There is no reason why such an endorsement is made on this petition, if there was a previous requisition on the selfsame matter as per Ext. W27 since it will be the first paper upon which alone such an endorsement is apt. If Ext. W29 is taken to be the first paper for opening a new file relating to Veiladichanpara Estate, then Ext. W27 can only be a later creation. There is another endorsement by the President on Ext. W29: "Please look into the matter and do the needful for the aggrieved worker as the matter has already been referred to us". This endorsement perhaps purports to refer to the previous letter in which case it is intended to cure the defect noticed in the endorsement of the Secretary.

23. Ext. W30 is a letter dated 7-9-1961 seen addressed to the Secretary of the union, signed by Sri Sankaranarayana Pillai and Sri Kalimuthu. Nothing is there in the petition to show that it has been duly received by the Secretary. Instead, there is this endorsement on it. "Discussed the matter with parties. Sri Kalimuthu says that he is also interested in getting re-instatement and higher wages for Sri Sankaranarayana Pillai. Both being members it is decided to take up the case by the branch". This endorsement is dated 8-9-1961. As per this endorsement the decision if any for taking up the case is taken up only on 8-9-1961. It is also seen from the endorsements dated 28-8-1961 and 4-9-1961 that it was decided to take up the case on two previous occasions. There is no proof as to the material factors regarding the date when it was actually decided, and by whom it was decided. The endorsements by the officials of the union on the letters of request by the concerned workmen cannot be treated as decisions by the union, in the absence of the minutes book of resolutions of the union to prove that such a resolution deciding to take up the cause has been passed by the union. By no stretch of imagination it can be construed that the endorsements mentioned above will tantamount to any resolution or overtact by the union to take up the cause of Sri Sankaranarayana Pillai. Hence the union has failed to prove that they have duly decided to take up this dispute.

24. Now let us consider the other aspect whether a substantial or an appreciable number of workmen of the establishment has espoused the cause of Sri Sankaranarayana Pillai. Treating three employees of the establishment alone as workmen of the establishment as claimed by the union i. e. Sri Sankaranarayana Pillai, Sri Kalimuthu and Sri Muthuraman, it can be seen from the evidence in this dispute that Sri Muthuraman has admittedly not supported the cause at any time. It is the case of the union that the remaining two workmen supported the dispute. The solitary document upon which the union relies to prove this contention is Ext. W30 dated 7-9-1961. The management has got a definite case that Sri Kalimuthu was only a cook and not a staff member, and that he voluntarily abandoned the services of the management on 21-8-1961 and that there is no employer-employee relationship between Sri Kalimuthu and the management at the time of the origin of the dispute or after that. Even if Sri Kalimuthu was a staff member he cannot be considered as a workman of the Establishment supporting the cause of Sri Sankaranarayana Pillai, since he has left the services of the management long before the dispute in question. He has deposed before me when he was examined as a witness in this case, that he joined the union under reference only one year before the date on which he was examined. That will be only long after the dispute. There is nothing to show that himself or the union has ever placed any demands with the management regarding his reinstatement or for any other relief. If the services of Sri Kalimuthu have been terminated wrongfully by the management, the union would have taken steps in the matter. In the absence of any such evidence, the contention of the management that he has voluntarily left their services on 21-8-1961 has to be accepted. Therefore, it cannot be presumed that the employer-employee relationship between him and the management existed after 21-8-1961. Since he cannot be deemed to be an employee of the establishment at the relevant time, by virtue of his affixing a signature alone on Ext. W30, at a later date, he cannot be considered as an employee of the same employer, supporting the cause of Sri Sankaranarayana Pillai, the concerned workman in this dispute. Thus the union has also failed to establish that a considerable or a substantial number of workmen of the Establishment has espoused the cause of Sri Sankaranarayana Pillai in order to convert the dispute in question into an industrial dispute.

25. Under the above circumstances, I am constrained to hold that this dispute under reference is only an individual dispute and that it has not acquired the characteristics of an industrial dispute as defined under the Industrial Disputes Act. It follows that this Court has no jurisdiction to go into the merits of this case to decide the matters regarding the revision of scale of pay and the justifiability or otherwise of the denial of employment of Sri Sankaranarayana Pillai. Reference is answered accordingly.

I pass this award as shown above. There will be no order as to costs.

Alleppey,
19-8-1964.

K. K. KESAVAN,
Presiding Officer, Industrial Tribunal.

I. D. 20/1962.

APPENDIX

Witnesses for the workmen:

WW1	Sankaranarayana Pillai
WW2	Kalimuthu
WW3	Bhojappan
WW4	A. Mathai.

Exhibits marked for the workmen:

W1	Copy of leave application dated 5-8-1961 from Sri Sankaranarayana Pillai to the management.
W2	Copy of leave application dated 16-8-1961 from Sri Sankaranarayana Pillai to the management.
W3	Copy of letter dated 1-9-1961 from Sri Sankaranarayana Pillai to the management.
W4	Copy of charge sheet dated 4-9-1961 from the management to Sri Sankaranarayana Pillai.
W5	Copy of reply of charge sheet dated 7-9-1961 from Sri Sankaranarayana Pillai to the management.
W6	Medical certificate dated 17-8-1961.
W7	Postal receipt dated 8-9-1961.
W8	Acknowledgement receipt signed by Sri Annamalai.
W9	Daily report submitted by Sri Sankaranarayana Pillai to the management.
W10	Letter dated 3-8-1961 from the management to Sri Sankaranarayana Pillai.
W11	Receipt dated 8-8-1961 signed by Sri Muthuraman.
W12	Letter dated 5-9-1961 from Sri Kalimuthu to Sri Sankaranarayana Pillai.
W13	Charge sheet dated 12-12-1962 from the management to Sri Sankaranarayana Pillai.
W14	Copy of letter dated 22-12-1962 from Sri Sankaranarayana Pillai to the management.
W15	Acknowledgement receipt signed by the management.
W16	Letter dated 27-12-1962 from the management to Sri Sankaranarayana Pillai.
W17	Copy of letter dated 24-1-1963 from Sri Sankaranarayana Pillai to the management,

W18 Letter dated 5-1-1963 from the management to Sri Sankaranarayana Pillai.

W19 Copy of letter dated 29-1-1963 from Sri Sankaranarayana Pillai to the management.

W20 Acknowledgement receipt dated 4-2-1963 signed by the management.

W21 Letter dated 19-2-1963 from the management to Sri Sankaranarayana Pillai.

W22 Copy of letter dated 23-2-1963 from Sri Sankaranarayana Pillai to the management.

W23 Acknowledgement receipt dated 28-2-1963 signed by the management.

W24 Letter dated 25-3-1963 from the management to Sri Sankaranarayana Pillai.

W25 Cover addressed to Sri M. Sankaranarayana Pillai, Karuvattu kadai Santha, Thevaram, Madurai District, (Series 2).

W26 Register of union for the year 1961-62.

W27 Letter dated 28-8-1961 from Sri Sankaranarayana Pillai to the Regional Secretary, E.S.U.S.I., Munnar.

W28 Copy of letter dated 29-8-1961 from the Estates Staffs' Union of South India, Munnar to the Sub-Inspector of Police, Udumbancholai.

W29 Application dated 4-9-1961 from Sri Sankaranarayana Pillai to the Secretary E. S. U. S. I., Munnar.

W30 Letter dated 7-9-1961 from S/s. Sankaranarayana Pillai and Kalimuthu to the Regional Secretary, E. S. U. S. I., Munnar.

W31 Copy of letter dated 17-10-1961 from the estates Staffs' Union of South India, Munnar to the Asst. Labour Officer, Munnar.

W32 Copy of letter dated 21-12-1961 from the Estates Staffs' Union of South India, Munnar to the Asst. Labour Officer, Munnar.

W33 Copies of letters dated 10-10-1961, 19-9-1961 and 4-9-1961 from the Estates Staffs' Union of South India, Munnar to the Inspector of Police Thevaram, Madurai District and the Sub-Inspector of Police, Udumbancholai (Series 3).

W34 Copy of letter dated 6-9-1961 from the Estates Staffs' Union of South India, Munnar to Sri L. AR. RM. RM. Ramanathan Chettiar, Proprietor, Kylasanadu Estate, Devakottai.

W35 Copy of letter dated 28-7-1961 from the Estates Staffs' Union of South India, Munnar to Sri L. AR. RM. RM. Ramanathan Chettiar, Proprietor, Kylasanad Estate, Devakottai.

W36 Copy of letter dated 5-2-1962 from the Estates Staffs' Union of South India, Munnar to the Asst. Labour Officer, Munnar.

W37 Copy of Agreement dated 29-10-1957.

W38 Letter dated 28-2-1961 from the management to Sri Sankaranarayana Pillai.

W39 Letter dated 28-7-1961 from the management to Sri Sankaranarayana Pillai.

W40 Letters issued from the management to the Superintendent (Series 32).

W41 Letter dated 30-8-1960 from Muthayya Pillai to the management.

W42 Letter dated 13-12-1960 from Sri N. Achiappan to the management.

Witnesses for the management:

EW1	C. Gurunatha Pillai
EW2	Mallayyan Chettiar
EW3	Udhenda Thevar
EW4	C. K. Itty
EW5	Ramanatha Chettiar
EW6	Muthuraman
EW7	Annamalai

Exhibits marked for the management:

M1 Receipt dated 13-7-1960 signed by Sri Sankaranarayana Pillai.

M2 Letter dated 13-7-1960 from Sri Sankaranarayana Pillai to the management.

M3 Stock Register of the management for the year 1961.

M4 Postal acknowledgement receipt dated 8-9-1961 signed by Sri Sankaranarayana Pillai.

M5 Postal acknowledgement receipt dated 15-12-1962 signed by Sri Sankaranarayana Pillai.

M6 Postal acknowledgement receipt dated 21-2-1963 signed by Sri Sankaranarayana Pillai.

M7 Deposition of Sri Udhenda Thevan dated 26-1-1963.

M8 Enquiry Proceedings.

M9 Report dated 27-1-1963 from the Enquiry Officer.

M10 Deposition of Sri Annamalai dated 26-1-1963.

M11 Medical certificate dated 16-8-1961 issued from Dr. E. Rajuvadan, Civil Asst. Surgeon, Aruppikottai to Sri Sankaranarayana Pillai.

M12 Letter dated 30-12-1961 from the Association of Planters of Kerala to the Manager, L. AR. RM. RM. Ramanathan Chettiar, Veiladichanpara Estate, Thevaram P. O.

M13 Memorandum of settlement dated 10-10-1960.

Kerala Gazette No. 41 dated 20th October 1964.
PART I

GOVERNMENT OF KERALA

Health and Labour (H) Department

NOTIFICATION

No. 57262/H2/64/HLD. *Dated, Trivandrum, 7th September* 1964.

The award of the Industrial Tribunal, Ernakulam in respect of the dispute between the Management of Mooply and Kundai Estates, Palapilly owned by M/s Malayalam Plantations Ltd., Quilon and their workmen represented by (1) Palapilly Rubber Estate Workers' Congress, Palapilly P. O. (2) Rubber Estate Workers' Congress, Palapilly received by Government on 5-9-1964 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order of the Governor,
P. U. JOHN,
Deputy Secretary.

Before the Court of the Industrial Tribunal, Ernakulam

(Wednesday, the 2nd day of September Nineteen hundred and sixty-four).

Present:

SHRI K. P. M. SHERIFF, B. Sc., B. L.,
Industrial Tribunal, Calicut and Ernakulam

INDUSTRIAL DISPUTE No. 20/64
(On the files of the Ernakulam Industrial Tribunal Court)

Between

THE MANAGEMENT
OF MOOPLY AND KUNDAI ESTATES, PALAPILLY, OWNED BY M/S MALAYALAM PLANTATIONS LTD., QUILON

And

THE WORKMEN
OF THE ABOVE ESTATES REPRESENTED BY

1. Palapilly Rubber Estate Workers' Congress, Palapilly P. O.
2. Rubber Estate Workers' Congress, Palapilly.

Representations :—

Messrs. Menon and Pai,
Advocates, Ernakulam. For *Management*,

AWARD

The industrial dispute between the management of Mooply and Kundai Estates, Palapilly owned by M/s Malayalam Plantations Ltd., Quilon and the workmen of the estates represented by the Palapilly Rubber Estate Workers' Congress, Palapilly P. O. and the Rubber Estate Workers' Congress Palapilly was referred to this court for adjudication by Government in their order No. G. O. Rt. 1575/64/HLD of the Health and Labour Department, (Health H) dated 29-5-1964. The following are the issues referred for adjudication:—

1. Reinstatement of 19 workers dismissed on 16-3-1964 with back wages.
2. Reducation of workload unilaterally increased by management.
3. Establishment of latex weighing sheds in all fields.
4. Confirmation of workers according to seniority.
5. Payment of actual way expenses.
6. Arrear of wages to the supervisors appointed under the Kangany agreement of 1962.
7. Working conditions of workers employed in factories and hospitals.
8. Priority to dependants of workers in the matter of recruitment.

The case was posted for submission of the claim statements of the unions to 19-6-1964 and notices were issued to the parties concerned. On 19-6-1964 the unions were absent and the case was posted to 4-7-1964 and registered notices were issued to the unions. On 4-7-1964 the management filed vakalath but the unions were again absent. The case was adjourned to 25-7-1964 for the claim statements of the unions and again registered notices were issued to them. On 25-7-1964 the unions absented themselves again and so they were declared ex-parte and the case was adjourned to 19-8-1964 for ex-parte evidence and hearing. Notices were also issued to the parties concerned.

On 19-8-1964 the unions were absent and the management submitted that there is no dispute at present between themselves and the workmen and there is no evidence for them to adduce since the unions have not even submitted the claim statements. Therefore I find no reason to disbelieve the management and pass this award dismissing the dispute. This award shall come into force on the expiry of 30 days after its publication in the Government Gazette.

K. P. M. Sheriff,
Industrial Tribunal.

Kerala Gazette No. 41 dated 20th October 1964.

PART I

GOVERNMENT OF KERALA

Industries (D) Department

NOTIFICATION

No. 22291/D1/64-1/ID. *Dated Trivandrum, 12th October* 1964.

Under Clause 2 (i) (ii) of the Cotton Control Order, 1955, the Government of Kerala hereby authorise the Director of Industries & Commerce to exercise the powers and perform the functions of a licensing authority for the purposes of the said order in relation to 'B' Class and 'C' Class licences throughout the State of Kerala.

By order of the Governor,

N. M. PATNAIK,
Chief Secretary.

G. 3115

Kerala Gazette No. 41 dated 20th October 1964.
PART I

GOVERNMENT OF KERALA

Agriculture and Rural Development (Panchayat Special) Department

NOTIFICATION

No. M. S. 468/64/A&RDD. *Dated, Trivandrum, 5th October* 1964.

S. R. O. No. 321/64.—In exercise of the powers conferred by clause (d) of sub-section (1) of Section 3 of the Kerala Panchayats Act, 1960 (Act 32 of 1960) and in partial modification of Notification No. M. S. 192/61/DD, dated 28th December, 1961 published in the Gazette extraordinary dated 30th December, 1961, the Government of Kerala, on the request of the Kozhimukku Panchayat in Kuttanad Taluq, hereby alter the name of the said Panchayat as Edathua Panchayat.

By order of the Governor,

S. PADMAKUMAR,
Joint Development Commissioner and Joint Secretary

G: 3039

Kerala Gazette No. 41 dated 20th October 1964.
PART I

GOVERNMENT OF KERALA

Agriculture and Rural Development (Panchayat Special) Department

NOTIFICATIONS

I

No. 40608/Pt. Spl.I/63/A&RDD. *Dated, Trivandrum, 5th October* 1964.

S. R. O. No. 322/64.—In exercise of the powers conferred by sub-section (2) of section 39 and Section 129 of the Kerala Panchayats Act, 1960 (Act 32 of 1960), the Government of Kerala hereby make the following amendment to the Panchayat Establishment Rules, 1955, issued under notification No. LS8-4369/54/DD dated 13th August, 1955, and published in Part I of the Gazette dated 23rd August 1955 the same having been previously published as required by sub-section (2) of section 130 of the said Act, namely:—

AMENDMENT

In rule 28 of the said rules, in the first sentence, for the words "the officer or servant may be suspended for a further period not exceeding three months", the words "the officer or servant may be suspended for any further period or periods, with the previous sanction of the Deputy Director concerned" shall be substituted.

II

No. 40608/Pt. Spl. I/63/A&RDD. *Dated, Trivandrum, 5th October* 1964.

S. R. O. No. 323/64.—In exercise of the powers conferred by sub-section (2) of section 39 and section 129 of the Kerala Panchayats Act, 1960 (Act 32 of 1960), the Government of Kerala hereby make the following amendment to the rules issued in Madras G. O. No. 654-LA dated 1st May, 1954 as subsequently amended, the same having been previously published as required by sub-section (2) of section 130 of the said Act, namely:—

AMENDMENT

In rule 20 of the said rules, in the first sentence, for the words, "the person may be suspended for a further period not exceeding three months with the previous sanction of the Regional Inspector concerned", the words "the person may be suspended for any further period or periods, with previous sanction of the Deputy Director concerned" shall be substituted.

By order of the Governor,

S. PADMAKUMAR,
Joint Development Commissioner and Joint Secretary to Government.

G. 2040.

Kerala Gazette No. 41 dated 20th October 1964.
PART I

GOVERNMENT OF KERALA

Agriculture & Rural Development (Panchayat Special) Department

NOTIFICATION

G. O. MS. 467/64/A&RDD. *Dated, Trivandrum, 5th October* 1964.

S. R. O. No. 326/64.—In exercise of the powers conferred by section 57 (2) (V) (d) and section 129 of the Kerala Panchayats Act, 1960 (Act 32 of 1960), the Government of Kerala hereby make the following rules, the same having been previously published as required by sub-section (2) of section 130 of the said Act, namely:—

Rules

1. *Short title and commencement*:—(i) These rules may be called the Kerala Panchayats (Disposal of unclaimed dead bodies) Rules, 1964.

   (ii) They shall come into force at once.

2. *Definitions*:—In these rules, unless the context otherwise requires,

   (i) "the Act" means the Kerala Panchayats Act, 1960 (Act 32 of 1960);

   (ii) "unclaimed dead body" means a human dead body found in a private place and not claimed by any one.

3. *Intimation of the existence of an unclaimed dead body*:—Any person who comes to know of the existence of an unclaimed dead body within a Panchayat area shall, without delay, intimate the same to the Executive Authority.

4. *Procedure to be followed by the Executive Authority in the case of unclaimed dead bodies*: —(1) The Executive Authority shall, on receipt of such information, contact the Police Officer empowered to take action under section 174 of the Code of Criminal Procedure 1898, and ascertain from him whether any action is to be taken under the said section.

(2) If the Police Officer is of the opinion that there is no action by the Police, a certificate to that effect shall be issued by him to the Executive Authority and on receipt of such certificate the Executive Authority shall take necessary action for the disposal of the dead body.

(3) In the cases of unclaimed dead bodies on which action by the Police under the Code of Criminal Procedure 1898, is necessary, the Executive Authority shall make arrangements for their disposal as soon as they are entrusted to him by the Police after necessary action.

5. *Disposal of unclaimed dead body to be as far as possible according to the religious custom of the deceased*:—The disposal of an unclaimed dead body shall, if the religious identity of the body is known, be as far as possible in accordance with the customs of the religion of the deceased.

6. *Limit of expenditure for disposal of dead bodies*:—The expenditure for the disposal of an unclaimed dead body by the Executive Authority under these rules shall not exceed the amount fixed by the Director of Panchayats in this regard from time to time.

Explanatory Note.

(This note is not part of the Rules but is intended to indicate their general purport)

Under section 57 (2) (V) (d) of the Kerala Panchayats Act, 1960 the disposal of unclaimed corpse is a discretionary function of the Panchayat, subject to the provisions of the Act and the Rules made thereunder. The above rules are intended to regulate the exercise of the above function of the Panchayats.

By order of the Governor,

S. PADMAKUMAR,
Joint Secretary.

Kerala Gazette No. 41 dated 20th October 1964.

PART I

GOVERNMENT OF KERALA

Public Works (Transport B) Department

NOTIFICATION

No. 20920-TB3/64-1/PW. *Dated, Trivandrum, 8th October 1964*

S. R. O. No. 327/64.—In exercise of the powers conferred by rule 368 of the Kerala Motor Vehicles Rules, 1961 the Government of Kerala hereby exempt the motor vehicle detailed below from rules 265 and 332 of the said Rules for operation between Pallom and Moozhiyar subject to the condition that the measurements of the vehicle should not exceed the limits specified below and that the vehicle should be operated on the road only after getting a certificate of fitness from the Chief Engineer (Buildings and Roads):

DETAILS:

Make	..	Mack
Model	..	1963
Engine Number	..	ENDT—673—107—H31
Chassis Number	..	B 813 SX—2037
No. of axles	..	6 (Truck—3 Trailer—2 Dolley—1

Length	*Overall length when single*	*When attached to Trailer or Truck*	*When attached to Dolley and Trailer*
1. Truck	22′—4″	18′	22′—4″
2. Trailer	35′—4″	33′—8″	33′—8″
3. Dolley	8′—6″	..	6′—3″
Total length of the complete unit Truck, (Trailer and Dolley).			62′—3″
Length of Unit when Dolley is not in use			= 18′+33′—8″ = 51′—8″
Maximum width of the vehicle			= 9′—3″

By order of the Governor,

T. ASLAN,
Deputy Secretary.

Kerala Gazette No. 41 dated 20th October 1964.

PART I

GOVERNMENT OF KERALA

Agriculture and Rural Development (Panchayat Special) Department

NOTIFICATION

G. O. MS. 472/64/A & RDD. *Dated, Trivandrum, 8th October* 1964.

S. R. O. No. 328/64.—In exercise of the powers conferred by clause (iii) (a) of sub-section (2) of section 57 and section 129 of the Kerala Panchayats Act, 1960 (Act 32 of 1960) and in supersession of the existing rules on the subject the Government of Kerala hereby make the following rules, the same having been previously published as required by sub-section (2) of section 130 of the said Act.

Rules

1. *Short title and commencement.*—(1) These rules may be called the Kerala Panchayats (Spread of Education) Rules, 1964.

(2) They shall come into force at once.

2. *Panchayat may establish and maintain schools subject to the provisions of the Kerala Education Act:*—(1) A Panchayat may, subject to the provisions of Kerala Education Act, 1958 (6 of 1959) and the rules made thereunder; establish and maintain schools for providing facilities for the spread of education within the Panchayat area.

(2) For the purposes of the Kerala Education Act, 1958 and the rules made thereunder, such schools shall be considered as aided schools. The Panchayat shall be the educational agency, and the Executive Officer of the Panchayat shall be the manager, in respect of such schools.

(3) Every appointment to a School established and maintained by a Panchayat shall be made by the Manager with the approval of the Educational agency in accordance with the provisions of the Kerala Education Act, 1958 and the rules made thereunder.

3. *Panchayat School Fund to be constituted.*—(1) There shall be constituted for every Panchayat by which any school, is established and maintained, a Panchayat School Fund, to which shall be credited—

(a) all sums granted to such Panchayat by the Government as maintenance and other grants from time to time under the provisions of the Kerala Education Act 1958 and rules made thereunder;

(b) an annual contribution from the general funds of the Panchayat, not being less than the minimum fixed by the Government in that behalf;

(c) the proceeds of any surcharge on building tax, levied under clause (i) of sub-section (1) of section 73 of the Kerala Panchayats Act 1960. to cover any unusual expenses incurred in respect of a Panchayat School; and

(d) all other sums of money which may be contributed or received by the Panchayat for the purposes of Panchayat Schools.

(2) The Panchayat School Fund constituted under sub-rule (1) shall be deposited in the Government Treasury or in Post Office Savings Bank.

(3) All expenses incurred on the Panchayat Schools shall be paid out of the Panchayat School Fund.

(4) All orders or cheques upon the Panchayat School Fund shall be signed by the Executive Officer of the Panchayat concerned or by such other persons as may be authorised in writing in this behalf by the Director of Panchayats.

Explanatory Note

(This note is not part of the rules but is intended to indicate their general purport)

Clause (iii) (a) of sub-section (2) of Section 57 of the Kerala Panchayats Act provides for the spread of education by the Panchayats within their limits. Various Panchayats are maintaining schools and it has become necessary to regulate the running of these schools by issuing rules. The above rules are intended to achieve the above purpose.

By order of the Governor

S PADMAKUMAR,
Joint Secretary.

GOVERNMENT OF KERALA

Agriculture and Rural Development Department
(Agriculture Food)

NOTIFICATION

No. 50568/Fd 3/64/Agri. *Dated, Trivandrum, the 7th October* 1964.

The following Order G. S. R. 1218 dated 24th August 1964 of the Government of India in the Ministry of Food and Agriculture (Department of Food), New Delhi published in the Gazette of India dated August 29, 1964/Bhadra 7, 1886 is hereby republished for general information.

By order of the Governor,
JOSEPH THADICARAN,
Deputy Secretary.

Ministry of Food and Agriculture
(Department of Food)

ORDER

New Delhi, the 24th August, 1964.

G. S. R. 1218.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following Order further to amend the Inter-Zonal Wheat and Wheat Products (Movement Control) Order, 1964, namely:—

1. This Order may be called the Inter-Zonal Wheat and Wheat Products (Movement Control) Sixth Amendment Order, 1964.

2. In the Inter-Zonal Wheat and Wheat Products (Movement Control) Order, 1964, for sub-clause (e) of clause 2, the following sub-clause shall be substituted, namely:—

"(e) "wheat" includes split wheat and any mixture of wheat and other foodgrains in which the proportion of wheat exceeds 2 per cent."

(No. 204 (IZWO) (1)/731/64-PY. II)

C. BANERJI,
Deputy Secretary
to the Government of India.

GOVERNMENT OF KERALA

Industries (E) Department

NOTIFICATION

No. 27051/E3/64/ID. *Dated, Trivandrum, 7th October* 1964.

The following Notifications of the Government of India issued in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) are hereby republished for general information.

By order of the Governor,
K. Ramaswamy Iyer,
Deputy Secretary.

MINISTRY OF STEEL, MINES AND HEAVY ENGINEERING

(Department of Mines and Metals)

NOTIFICATIONS

New Delhi, the 5th June 1964.

S. O. 1997.—In pursuance of clause 4 of the Golliery Control Order, 1945, as continued in force by section 16 of the Essential Commodities Act, 1955 (10 of 1955) and in superession of the notification of the Government of India in the late Ministry of Mines and Fuel No. S. O. 1537 dated the 1st June, 1963, the Central Government hereby fixes the following prices at which coal or coke may be sold by colliery owners:—

Table I.—*Collieries situated within the Stotes of West Bengal and Bihar*

Table I (a).—*Non-coking coal of Selected Grade A, Selected Grade B and Grade I.*

Grade of coal	Price per ton of 2240 pounds		Price per tonne of 1,000 kilograms	
	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy -nuts	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy nuts
	Rs. Paise.	Rs. Paise.	Rs paise.	Rs Paise.
Selected Grade A . .	26·42	27·48	26·00	27·05
Selected Grade B . .	24·91	25·93	24·52	25·57
Grade I	22·53	23·58	22·17	23·21

TABLE I (b) —*Non-coking coal of Grade II, Grade IIIA and Grade IIIB.*

Grade of coal	Price per ton of 2240 pounds		Price per tonne of 1,000 kilograms	
	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy nuts	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy nuts
	Rs. Paise	Rs. Paise	Rs. Paise	Rs. Paise
Grade II	Not exceeding 21·02	Not exceeding 22·09	Not exceeding 20·69	Not exceeding 21·71
Grade IIIA	Not exceeding 19·52	Not exceeding 20·52	Not exceeding 19·21	Not exceeding 20·20
Grade IIIB	Not exceeding 18·33	Not exceeding 19·34	Not exceeding 18·04	Not exceeding 19·03.

TABLE I(c).—*Coking coal of Grade A to Grade H.*

Grade of coal.	Price per ton of 2240 pounds.		Price per tonne of 1,000 kilograms.	
	Run-of-mine Dust coal and Slack coal.	Steam coal, Rubble and Smithy nuts.	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy nuts.
	Rs Paise	Rs. Paise	Rs. Paise.	Rs. Paise
A	28·30	29·34	27·85	28·88
B	27·29	28·34	26·86	27·89
C	26·30	27·34	25·88	26·91
D	24·79	25·84	24·40	25·43
E	24·29	25·34	23 91	24·94
F	23·54	24·59	23·17	24·20
G	23·04	24·09	22·68	23·71
H	22·79	23·85	22·43	23·47

NOTE: In addition to the price specified in "Table I(c): Coking Coal of Grade A to Grade H". every colliery owner shall be paid the following amount where, in pursuance of an agreement between him and the consumer, the grade of the coal supplied is determined by sampling and analysis at the destination in accordance with the procedure laid down by the Government in this behalf, namely:—

(*i*) in the case of any of the grades of coking coal A to E. — a sum of Rs. 1·27 Paise per ton (Rs. 1·25 Paise per tonne);

(*ii*) in the case of any of the grades of coking coal F, G and H — a sum of Rs. 0·76 Paise per ton (Rs. 0 75 Paise per tonne);

Provided that any dispute in regard to the application of that procedure or the results of such sampling and analysis shall be referred to the Coal Controller whose decision thereon shall be final and binding on the colliery owner and the consumer.

TABLE I(d)—*Coking coal of Grade* HH

Grade of coal	Price per ton of 2240 pounds.		Price per tonne of 1,000 kilograms.	
	Run-on-mine. Dust coal and Slack coal.	Steam coal, Rubble and Smithy nuts.	Run-on-mine, Dust coal and Slack coal.	Steam coal, Rubble and Smithy nuts.
	Rs. Paise.	Rs. Paise.	Rs. Paise.	Rs. Paise.
HH	Not exceeding 21·04	Not exceeding 22·09	Not exceeding 20·71	Not exceeding 21·74

NOTE:—1. For the purposes of the above Tables, the grade of any coal shall be determined as follows:—

I. *Non-coking coal.*

(a) *High Moisture coals.*

If the ash and moisture content thereof:—

(i)	does not exceed 17·5 per cent . .	Selected Grade A
(ii)	exceeds 17·5 per cent but does not exceed 19 per cent . .	Selected Grade B
(iii)	exceeds 19 per cent but does not exceed 24 per cent . .	Grade I.
(iv)	exceeds 24 per cent but does not exceed 28 per cent . .	Grade II.

All analysis of high moisture coals will be carried out on—72 mesh samples after equilibrating under the conditions given below for 48 hours:—

Atmospheric temperature	40° c ± 2°c
Relative humidity	60 per cent ± 2 per cent.

(b) *Low moisture coals.*

If the ash content thereof:—

(i)	does not exceed 15 per cent . . .	Selected Grade A
(ii)	exceeds 15 per cent but does not exceed 17 per cent	Selected Grade B
(iii)	exceeds 17 per cent but does not exceed 20 per cent	Grade I
(iv)	exceeds 20 per cent but does not exceed 24 per cent	Grade II

(v) exceeds 24 per cent but does not exceed 28 per cent . . . . Grade IIIA

(vi) exceeds 28 per cent but does not exceed 35 per cent . . . . Grade IIIB

II. *Coking coal.*

If the ash content thereof:—

(i) does not exceed 13 per cent . . . . Grade A

(ii) exceeds 13 per cent but does not exceed 14 per cent Grade B

(iii) exceeds 14 per cent but does not exceed 15 per cent Grade C

(iv) exceeds 15 per cent but does not exceed 16 per cent Grade D

(v) exceeds 16 per cent but does not exceed 17 per cent Grade E

(vi) exceeds 17 per cent but does not exceed 18 per cent Grade F

(vii) exceeds 18 per cent but does not exceed 19 per cent Grade G

(viii) exceeds 19 per cent but does not exceed 20 per cent Grade H

(ix) exceeds 20 per cent but does not exceed 24 per cent Grade HH

NOTE 2: The expressions 'Low mositure coals' and 'High moisture coals' mean respectively coals containing moisture not exceeding 2 per cent, and coals containing more than 2 per cent moisture.

NOTE 3: The expression 'coking coal' means all coal which is classified as such by the Coal Poard, constituted under the Coal Mines (Gonservation and Safety) Act, 1952 (12 of 1952).

NOTE 4: The price at which all coal produced in the Bagrakote, East Bagrakote, Lethi Valley and Fagu collieries may be sold shall be Rs. 32·11 per ton of 2240 lbs. (Rs. 31·60 per tonne of 1000 kg.). This price shall be f. o. r. Bagrakote in the case of the Bagrakote and East Bagrakote Collieries, f. o. r. Oodlabari, and Damdim, North East Frontier Railway in the case of the Lethi Valley Colliery and f. o. r. Oodlabari, North East Frontier Railway in the case of the Fagu colliery.

TABLE I (f)—*Soft Coke*

Grade of coke	Price per ton of 2240 pounds	Price per tonne of 1,000 kilograms
	Rs. Paise	Rs. Paise
Soft Coke—not exceeding 45 per cent ash content	31·79	31·29

NOTE: The prices given under Tables I(a), I(b), I(c), I(d), I(e), and I(f) are for delivery free on rail at or at the loading point nearest to the colliery, or free on tramway or road vehicle at the colliery.

TABLE II—*Collieries situated within the States of Madhya Pradesh, Orissa, Maharashtra and Gujarat.*

Grade of coal	Price per ton of 2240 pounds.		Price per tonne of 1,000 kilograms.	
	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy nuts	Run-of-mine, Dust coal and Slack coal	Steam coal, Rubble and Smithy nuts
	Rs. Paise	Rs. Paise	Rs. Paise	Rs. Paise
Selected Grade	27·39	28·39	26·96	27·94
Grade I	25·13	26·12	24·73	25·71
Grade II	24·00	25·01	23·62	24·61
Grade III	23·02	24·02	22·65	23·64

NOTE 1.—For the purposes of the above Table, the grade of any coal shall be determined as follows :—

If the ash and moisture content thereof :—

(i) does not exceed 19 per cent — Selected Grade

(ii) exceeds 19 per cent but does not exceed 24 per cent — Grade I

(iii) exceeds 24 per cent but does not exceed 28 per cent — Grade II

(iv) exceeds 28 per cent but does not exceed 35 per cent — Grade III

All analysis of high moisture coals will be carried out on 72 mesh samples after equilibrating under the conditions given below for 48 hours :—

Atmospheric temperature — 40°C ± 2°C

Relative humidity — 60 per cent ± 2 per cent.

NOTE 2.—The prices given under Table II above are for delivery free on rail at or at the loading point nearest to the colliery, or free on tramway or road vehicle at the colliery.

TABLE III—*Collieries situated within the State of Assam.*

Name of colliery	Type of coal	Price per ton of 2240 pounds	Price per tonne of 1,000 kilograms
		Rs. Paise	Rs. Paise
Margherita collieries of the Assam Railways and Trading Company	Run-of-mine	34·79	34·24
	Dust coal	34·79	34·24
	Hand picked coal	41·30	40·65
	Hard coke	93·90	92·42
Nazira Coal Company Ltd., Borgan	Run-of-mine	27·35	26·92
Dilli Colliery of Dilli Colliery Company	Run-of-mine	27·35	26·92.
Jeypore Colliery	Run-of-mine	27·35	26·92
Koilajan Colliery	Run-of-mine	27·63	27·19
Bimalapore Colliery	Run-of-mine	27·35	26·92
Sheelvata Colliery	Run-of-mine	27·63	27·19

NOTE 1.—The prices given under Table III are for delivery free on rail at the colliery in the case of the Margherita collieries of the Assam Railways and Trading Company Limited and for delivery free on road vehicle at the colliery in the case of the other collieries.

NOTE 2.—In the case of sales on *f. o. r.* basis by the Nazira Coal Company Limited and the Dilli, Sheelvata, Bimalapore, Jeypore and Koilajan collieries mentioned in Table III above, the *f. o. r.* prices shall be determined by adding to the prices mentioned against each in Table III above, the following amounts, namely :—

Nazira Coal Company Limited, Borgan	A sum of Rs. 6·90 per ton of 2,240 pounds (Rs. 6·79 per tonne of 1,000 kilograms).
Dilli Colliery of Dilli Colliery Co. Sheelvata Colliery, Bimalapore Colliery of Bimalapore Collieries (Private) Limited and Jeypore Colliery	A sum calculated at the rate of 50 Paise per ton of 2,240 pounds for each mile (3 paise per tonne of 1,000 kilograms per kilometre) of the distance between the pit-head and the rail-head.
Koilajan Colliery	A sum calculated at the rate of 75 Paise per ton of 2,240 pounds for each mile (46 paise per tonne of 1,000 kilograms per kilometre) of the distance between the pit-head and the rail-head.

TABLE IV.—*Collieries situated within the territories formerly known as Khasi States in the State of Assam.*

(1) *Laitryngew mine of Cherra Chattak Ropeway Company and Thangjinath mine.*

Name of colliery	Type of coal	Price per ton of 2,240 pounds	Price per tonne of 1,000 kilograms
		Rs. Paise	Rs. Paise
Laitryngew mine	Run-of-mine coal	18·83	18·53
Thangjinath mine	Run-of-mine coal	15·88	15·63
	Lump coal	19·16	18·86

(2) *Any other colliery*

Type of coal	Price per ton of 2,240 pounds	Price per tonne of 1,000 kilograms
	Rs. Paise	Rs. Paise
Lump coal ..	19·16	18·86
Run-of-mine coal ..	13·91	13·69
Coke ..	35·91	35·34

NOTE : The prices given under Table IV are ex-pit-head.

TABLE V.—*Collieries situated within the State of Andhra Pradesh*

(1) *Singareni Group of Collieries (Except Yellendu)*

Type of coal	Price per ton of 2,240 pounds	Price per tonne of 1,000 kilograms
	Rs. Paise	Rs. Paise
Round coal	30·27	29·79
Separator Nut coal 1" 2" (25·4 millimetres—50·8 millimetres)	30·27	29·79
Nut coal ½" 1" (12·7 millimetres—25·4 millimetres)	28·77	28·32
Run-of mine coal	29·77	29·30
No. 2 coal	29·27	28·81
Rough Slack 0" 2" (0 millimetre—50·8 millimetres)	29·28	28·82
Slack coal 0"—½" (0 millimetre—12·7 millimetres and 0"—1" (0 millimetre—25·4 millimetres)	27·27	26·84

(2) *Yellendu Colliery*

Type of coal	Price per ton of 2240 pounds	Price per tonne of 1,000 kilograms
	Rs. Paise	Rs. Paise
Round coal	29 27	28·81
Separator Nut coal	29·27	28·81
Nut coal ½″-1″ (12·7 millimetres—25·4 millimetres)	27·77	27·33
Run-of-mine coal	28·77	28.32
No. 2 coal	28·28	27.83
Rough Slack 0″-2″ (0 millimetre—50 8 millimetres)	28·28	27. 3
Slack coal 0″-½″ (0 millimetre—12·7 millimetres) and 0″-1″ (0 millimetre—25·4 millimetres)	26·28	25·86

NOTE : The prices given under Table V are for delivery free on rail at or at the loading point nearest to the colliery or free on tramway or road vehicle at the colliery.

TABLE VI—*Coke*

Name of steel plants and cokeries producing coke	Grade of coke	Price per ton of 2240 pounds	Price per tonne of 1,000 kilograms
		Rs. Paise	Rs. Paise
Bhilai Steel Plant (Hindustan Steel Ltd.)	Hard coke from Bye-product ovens [Large Rubble or Smithy over 1/2″ (over 12·7 millimetres)]		
	(i) If the ash content exceeds 24 per cent but does not exceed 30 per cent	Not exceeding 61·70	Not exceeding 60.73
	(ii) If the ash content does not exceed 24 per cent.	Not exceeding 69·10	Not exceeding 68·01
	Coke Breeze under ½″ (under 12·7 millimetres)	Not exceeding 11·52	Not exceeding 11·34
Rourkela Steel Plant (Hindustan Steel Ltd.)	Hard coke from Bye-product Ovens [Large Rubble or Smithy over 1/2″ (over 12·7 millimetres)].		
	(i) If the ash content exceeds 24 per cent but does not exceed 30 per cent.	Not exceeding 56·89	Not exceeding 55 99
	(ii) If the ash content does not exceed 24 per cent.	Not exceeding 64·28	Not exceeding 63·26
	Coke Breeze under ½″ (under 12·7 millimetres)	Not exceeding 10·71	Not exceeding 10·54

Name of steel plants and cokerries producing coke	Grade of coke	Price per ton of 2240 pounds	Price per tonne of 1,000 kilograms
		Rs. Paise	Rs. Paise
Durgapur Steel Plant (Hindustan Steel Ltd.), Durgapur Coke Oven Plant (West Bengal Govt.), Coke Oven Plant, Burnpur (Indian Iron and Steel Co. Ltd.)	Hard coke from Bye-product Ovens [Large Rubble or Smithy over 1/2" (over 12·7 millimetres)].		
	If the ash content does not exceed 24 per cent.	Not exceeding 61·07	Not exceeding 60·11
Coke Oven Plant, Jamshedpur (Tata Iron and Steel Company Ltd.)	Coke Breeze under ½" (under 12·7 millimetres).	Not exceeding 10·18	Not exceeding 10·02
Bye-product Ovens other than those mentioned above.	Hard Coke [Large Rubble or Smithy over ½" (over 12.7 millimetres)].		
	(*i*) If the ash content exceeds 24 per cent but does not exceed 30 per cent.	Not exceeding 45·14	Not exceeding 44·43
	(*ii*) If the ash content does not exceed 24 per cent.	Not exceeding 52·54	Not exceeding 51·71
	Coke Breeze under 1/2" (under 12·7 millimetres)	Not exceeding 8·76	Not exceeding 8·62
Bee-hive and Country Ovens.	Hard Coke [Large Rubble or Smithy over ½" (over 12·7 millimetres)]		
	(*i*) If the ash content exceeds 24 per cent but does not exceed 30 per cent.	Not exceeding 43·38	Not exceeding 42·62
	(*ii*) If the ash content does not exceed 24 per cent.	Not exceeding 50·79	Not exceeding 49·99
	Coke Breeze under ½" (under 12·7 millimetres).	Not exceeding 8·47	Not exceeding 8·34

NOTE :—The prices given under Table VI above are for delivery free on rail at or at the loading point nearest to the cokery, or free on tramway or road vehicle at the cokery.

Explanation.—(*i*) The prices given in the above Tables from I to VI—

(*a*) are exclusive of Stowing Excise Duty, Rescue Station Excise Duty, Soft Coke Cess Excise Duty Labour Welfare Cess Excise Duty, any tax leviable under the Sales tax law of any State or under the Central Sales Tax Act, 1956 (74 of 1956) and any other additional Excise Duty, Cess or impost which the Central Government may hereafter declare to be payable by consumers of coal, but inclusive of all other cesses or imposts.

(*b*) are exclusive of del credere agents' margin permissible under clause 6 of the Colliery Control Order, 1945 ;

(*c*) do not apply to retail sales of less than one ton of 2240 pounds, or less than 1 tonne of 1,000 kilograms as the case may be, on any one day for delivery by road, and

(*d*) do not apply to overloaded weigh-bridge coal or coke,

(*ii*) When delivery is free on rail, the weight charged for shall be the weight ascertained at a railway weigh-bridge and when delivery is free on tramway or road vehicle the weight shall be ascertained in such manner as may be prescribed by the Coal Controller ; and

(*iii*) The expressions 'tonne', 'millimetre' and 'kilometre' shall have the meanings respectively assigned to them in Notification No. S. O. 290 dated the 30th January, 1959 as subsequently amended by Notification No. S. O. 1035 dated the 20th April, 1959 of the Government of India in the Ministry of Commerce and Industry.

2. Nothing in this notification shall apply to hard coke having ash content not exceeding 20 per cent and phosphorus content not exceeding ·05 per cent.

[No. C5-12(19)/64-I]

S. O. 1998.—In pursuance of clause 4 of the Colliery Control Order, 1945, as continued in force by section 16 of the Essential Commodities Act, 1955 (10 of 1955), and in supersession of the notification of the Government of India in the late Ministry of Mines and Fuel No. S. O. 1538 dated the 1st June, 1963, the Central Government hereby fixes the following prices at which coal or coke over-loaded at any weigh-bridge may be sold by colliery owners, namely :—

Description	Price per ton of 2240 pounds	Price per tonne of 1,000 kilograms
	Rs P.	Rs. P.
1 (*a*) All over-loaded weigh-bridge coal or coke disposed of at any railway weigh-bridge in West Bengal and Bihar other than at the Mahuda Weigh-bridge	19·27	18·97
(*b*) All overloaded weigh-bridge coal or coke disposed of at the Mahuda Weigh-bridge ..	17·27	17·00
(*c*) Over-loaded coal or coke of Bagrakote and East Bagrakote collieries in Darjeeling in West Bengal	31·60	31·10
2. All over-loaded weigh-bridge coal or coke disposed of at any railway weigh-bridge in the State of Madhya Pradesh, Orissa, Maharashtra and Gujarat	22·46	22.11
3. All over-loaded weigh-bridge coal or coke disposed of at any railway weigh-bridge in Assam	26·90	26·47
4. All over-loaded weigh-bridge coal or coke disposed of at any railway weigh-bridge in the State of Andhra Pradesh	27·71	27·27

Explanation :—The expression 'Over-loaded weigh-bridge coal or coke' means all coal, bye-product and bee-hive hard coke or soft coke which is taken off any loaded wagon and stacked at the railway weigh-bridge for the purpose of adjusting the weight of wagons according to permissible axle load.

NOTE :—The expression 'tonne' shall have the meaning assigned to it in Notification No. S. O. 290 dated the 30th January, 1958 of the Government of India in the Ministry of Commerce and Industry.

[No. C5-12(19)/64-II]

CHHEDI LAL, Jt. Secy.